



County of Los Angeles CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012

(213) 974-1101

<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

August 19, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE CONSULTANT SERVICES CONTRACT
AS-NEEDED PROJECT MANAGEMENT SERVICES
FOR VARIOUS PROJECTS
(ALL) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chief Administrative Officer (CAO) to execute the attached Consultant Services Contract with Harris and Associates to provide as-needed project management services to the Chief Administrative Office Real Estate Division (CAO-RED) for a term of one year with two (2) one-year renewal options, with a cost not to exceed \$350,000 per year.
2. Authorize the Chief Administrative Officer to exercise the renewal options under the terms of the Contract.
3. Authorize the Chief Administrative Officer to sign and execute any amendments for necessary changes under the terms of the Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

CAO-RED is charged with procuring space for County departments through private party leases, including long-term design-build lease facilities. The design-build lease concept creates a rapid, privatized and cost-effective method of designing and constructing facilities for lease by the County within 18-24 months utilizing an operating lease agreement with a fixed price market value purchase option. Within the last four years, six major design-build leases totaling 556,000 square feet have been completed, primarily for the Department of Public

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Social Services (DPSS). Within the next six months, three additional design-build leases ranging from 90,000 square feet to 250,000 square feet each are anticipated, including the 120th and Western project approved by your Board on June 10, 2003 for DPSS. Access to, and availability of, professional project management services and related resources on an as-needed basis will assist CAO-RED in representing the County's interests on these projects.

In addition to the design-build facilities, CAO-RED acquires space in leased facilities for County departments. From time-to-time, the services of outside consultants are needed on major tenant build-outs to validate costs, review schedules, and assist in resolution of technical matters.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of this Contract supports the County's Strategic Plan Goals Nos. 1, 2 and 3 for Service and Workforce Excellence and Organizational Effectiveness. Coordination of space needs and real estate requirements results in strategically located facilities to provide services beneficial and responsive to public needs. Workforce excellence is enhanced by creating a positive environment for County employees. Organizational effectiveness is met by obtaining the services of qualified consultants to supplement existing County staff.

This action is also consistent with the Asset Management Plan Principles approved by your Board on November 17, 1998 in improving the County's planning and management of its real property assets and development of same.

FISCAL IMPACT/FINANCING

Funding will be provided through the Rent Budget for Fiscal Year 2003-04. CAO-RED will only incur expenditures for the as-needed services to the extent they are offset through billings to other County departments. Funding in subsequent fiscal years will be budgeted on an annual basis. The annual contract value will not exceed \$350,000.

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard services contract is being used which has been approved as to form by County Counsel. The Contract contains provisions for termination of services upon prior written notice and for annual renewal based on available funding from year to year, with the total contract period not to exceed three years.

Harris and Associates has demonstrated satisfactory compliance with the County's Child Support Compliance Program. In addition, they are in compliance with all Board, CAO, and County Counsel requirements.

Harris and Associates will not be asked to perform services exceeding the approved Contract amount, scope of work, or contract period of performance.

The department has evaluated and determined that the Living Wage Program (County Code Section 2.201) does not apply to the project management services, as this Contract is for non-Proposition "A" services.

CONTRACTING PROCESS

On March 12, 2003, CAO-RED posted a Letter of Invitation for As-Needed Project Management Services on the County's website. A total of 52 firms requested the Request for Proposal (RFP) package, and ten firms submitted proposals by the April 14, 2003 submission deadline. An evaluation committee consisting of representatives from the CAO evaluated the responses in accordance with the criteria in the RFP and recommended Harris and Associates to provide the required as-needed project management consultant services.

Community Business Enterprise (CBE) Program participation information for the ten firms is shown in Attachment A. The proposed firm was selected without regard to gender, race, creed, or color.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

This is the first time CAO-RED has solicited for proposals for as-needed project management services. There will not be any County employee impact as a result of this Contract. The proposed Consultant Services Contract is intended to assist and augment CAO-RED staff on an "as-needed" basis.

CONCLUSION

The proposed Consultant Services Contract will provide the resources necessary for CAO-RED to meet timely facility project needs for County departments. The Executive Office is requested to return one stamped copy of the approved Board letter to the Chief Administrative Office, Real Estate Division, 222 South Hill Street, Third Floor, Los Angeles, California 90012.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
DS:dg

Attachments (2)

c: County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HARRIS AND ASSOICATES

FOR

AS-NEEDED PROJECT MANAGEMENT SERVICES

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 - C2 INVITATION FOR BIDS/REQUEST FOR PROPOSAL GROUNDS FOR REJECTION

**CONTRACT BETWEEN COUNTY OF LOS ANGELES
AND
HARRIS AND ASSOCIATES FOR
AS-NEEDED PROJECT MANAGEMENT SERVICES
CONTRACT NUMBER _____**

This Contract and Exhibits made and entered into this ____ day of _____, 2003 by and between the County of Los Angeles, hereinafter referred to as County and Harris and Associates, hereinafter referred to as Contractor. Harris and Associates is located at 811 West 7th Street, Suite 310, Los Angeles, California 90017.

RECITALS

WHEREAS, County may contract with private business for services in accordance with California Government Code Sections 26227, 31000 and 53703; and

WHEREAS, County has determined that the services to be provided under this Contract are of an extraordinary, professional, and technical nature; and

WHEREAS, Contractor is a private business and warrants that it possesses the competence, expertise and personnel necessary to provide project management services; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, and C are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 Attachment A - Statement of Work
- 1.2 Attachment B - Hourly Rates
- 1.3 Attachment C - Forms Required at Time of Contract Execution

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 Contractor: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work set forth in the Statement of Work.
- 2.3 Principal Project Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County Contract Manager: Person who will monitor and evaluate Contractor's performance in the daily operation of the agreement and provide direction to Contractor in the areas relating to policy, procedures and other matters within the purview of this Contract. The County Contract Manager for this Contract shall be the Assistant Administrative Officer, Financial and Asset Management Branch, or designee. All work performed under this Contract shall be subject to the approval of the County Contract Manager or designee.
- 2.5 Day(s): Calendar day(s) unless otherwise specified.
- 2.6 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete, and deliver all services and other work as set forth in the Statement of Work.

- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be one year, unless sooner terminated or extended, in whole or in part, as provided in this Contract. This Contract shall commence upon execution by the County's Board of Supervisors, or by a County officer with delegated authority.
- 4.2 The County shall have the option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of three (3) years. Only the Chief Administrator Officer, or his designee, or the County's Board of Supervisors, shall have the authority to exercise and execute an option year.

5.0 CONTRACT SUM

- 5.1 The maximum amount of this agreement shall be \$350,000 annually for the term of the agreement as set forth in 4.1 and 4.2, above.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to the County Contract Manager. Notification shall include an estimate of additional fees required based on known service requirements.
- 5.4 No Payment for Services Provided Following Expiration/Termination of Contract. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to

County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in the Statement of Work, and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with the hourly rates attached as Exhibit B to this contract.
- 5.5.3 The Contractor's invoices shall identify: 1) the County Contract and Service Request number, 2) the specific individual performing the services, 3) tasks performed, 4) relevant deliverables, 5) the hours of service provided on a daily basis, with the corresponding County Service Request number, 6) any transportation and project expenses incurred, 7) the Project name, 8) the Project location.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in duplicate (2) to the following address:

Chief Administrative Office
County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Real Estate Division

5.5.6 County Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Manager or designee prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than thirty (30) days from receipt of properly prepared invoices by the County.

5.6 Cost of Living Adjustments (COLAs). The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost-of-living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Contractor's rates at \$120 per hour and above shall not be subject to cost of living adjustments.

6.0 CONTRACTOR PERSONNEL

6.1 Contractor's Principal Project Manager

6.1.1 Contractor's Principal Project Manager is Randall Duncan. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

6.1.2 Contractor's Principal Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Manager or designee on a regular basis.

6.2 Approval of Contractor's Staff. County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Principal Project Manager.

- 6.3 Confidentiality. Contractor shall maintain the confidentiality of all its records pertaining to services performed hereunder, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract. As a condition of employment, all employees of Contractor performing services hereunder must sign and adhere to the attached **Contractor Employee Acknowledgement and Confidentiality Agreement** (Attachment C-1). The Confidentiality Agreement shall be filed in Contractor's personnel records for the employee and Contractor shall provide a copy to County upon request.

7.0 TERMS AND CONDITIONS

7.1 Assignment and Delegation

- 7.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Chief Administrative Officer (CAO). Any unapproved assignment or delegation shall be null and void. Any payments by the CAO to any approved delegate or assignee on any claim under this Contract shall be deductible, at the CAO's sole discretion, against any claims that the Contractor may have against the County.
- 7.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the CAO's express prior written approval, may result in the termination of this Contract.

- 7.2 Authorization Warranty. The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
- 7.3 Basic Health Insurance. Contractor will provide basic health coverage for employees of Contractor who perform work under the provisions of this agreement.

- 7.4 Budget Reductions. County retains the right to renegotiate the terms, conditions and fees during the period of this Contract if such renegotiation is necessitated by budget shortfalls and reductions.
- 7.5 Change Notices and Amendments
- 7.5.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, Contract sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County Contract Manager or designee.
- 7.5.2 For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, a negotiated Amendment shall be prepared and executed by the Contractor and the Chief Administrative Officer, his designee, or by the Board of Supervisors as deemed appropriate.
- 7.6 Compliance with Applicable Law
- 7.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 7.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.
- 7.7 Compliance with Civil Rights Laws. The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

7.8 Compliance with the County's Jury Service Program

7.8.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

7.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

7.9 Conflict of Interest

- 7.9.1 Contractor represents and warrants that no County employee whose position with the County enables him/her to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract.
- 7.9.2 The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of the Contract will not violate those provisions. Contractor must sign and adhere to the "Invitation for Bids/Request for Proposals Grounds for Rejection", Attachment C-2.

- 7.10 Consideration of Hiring County Employees Targeted for Layoff/Or Re-Employment List. Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract. County shall refer such former employees to Contractor.
- 7.11 Consideration of Hiring GAIN/GROW Program Participants. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program, or General Relief Opportunities for Work Program (GROW) who meet the Contractor's minimum qualifications for the position. The County will refer GAIN/GROW participants by job category to the Contractor.
- 7.12 Contractor's Responsibility and Debarment
- 7.12.1 Responsible Contractor. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.
- 7.12.2 Chapter 2.202 of the County Code. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

7.12.3 Non-responsible Contractor. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

7.12.4 Contractor Hearing Board. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7.12.5 Subcontractors of Contractor. These terms shall also apply to Subcontractors of County Contractors.

7.13 Contractor's Acknowledgement of County's Commitment to Child Support Enforcement. The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

7.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

7.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

7.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

7.15 County's Quality Assurance Plan. The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

7.16 Employment Eligibility Verification. Contractor represents that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. Contractor shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

Contractor shall indemnify and hold County harmless from any employer sanctions or other liability which may be assessed against County or Contractor by reason of Contractor's failure to comply with the foregoing.

7.17 Fair Labor Standards. The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

7.18 Governing Law, Jurisdiction, and Venue. This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

7.19 Independent Contractor Status

7.19.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

7.19.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

7.19.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

7.20 Indemnification. The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

7.21 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

7.21.1 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Ms. Diane Shamhart
Assistant Division Chief
Real Estate Division
Chief Administrative Office
222 South Hill Street, 4th Floor
Los Angeles, CA 90012

prior to commencing services under this Contract. Such certificates or other evidence shall:

1. Specifically identify this Contract;
2. Clearly evidence all coverages required in this Contract;
3. Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
4. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
5. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

7.21.2 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

7.21.3 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

7.21.4 Notification of Incidents, Claims or Suits

Contractor shall report to the County:

1. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
2. Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
3. Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

7.21.5 Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

7.21.6 Insurance Coverage Requirements for Subcontractors. The Contractor shall ensure that any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Providing evidence of insurance covering the activities of subcontractors, or
2. Providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

7.22 Insurance Coverage Requirements

7.22.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

7.22.2 Automobile Liability written on ISO policy form CA 00 01, or its equivalent, with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

7.22.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 7.23 Licenses, Permits, Registrations and Certificates. The Contractor shall obtain and maintain in effect during the term of the Agreement, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.
- 7.24 Liquidated Damages. If Contractor fails to perform agreed services of this Contract, or does not complete such services within the agreed specified time, the County Contract Manager could at his/her discretion reduce Contractor's billing by up to ten percent (10%) and/or suspend assigning work to Contractor for a period to be determined by County.
- 7.25 Meetings. All meetings between County and Contractor will be held at mutually agreed upon locations in Los Angeles County approved by the Chief Administrative Office's Real Estate Division.
- 7.26 Nondiscrimination and Affirmative Action
- 7.26.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to, or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 7.26.2 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 7.26.3 The Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

7.26.4 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 7.26 when so requested by the County.

If the County finds that any provisions of this Sub-paragraph 7.26 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

7.27 Notice of Disputes. The Contractor shall bring to the attention of the County Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Manager is not able to resolve the dispute, the Chief Administrative Officer, or designee shall resolve it.

7.28 Notice to Employees Regarding the Federal Earned Income Credit. Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

7.29 Notices. Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mailbox.

The notices and envelopes containing same to County shall be addressed to:

County of Los Angeles
Chief Administrative Office
222 South Hill Street, 4th Floor
Los Angeles, California 90012
Attn: Diane Shamhart, Assistant Division Chief
(213) 974-4192

The notices and envelopes containing same to Contractor shall be addressed to:

Harris and Associates
811 West 7th Street
Los Angeles, California 90017
Attn: Randall Duncan, Principal Project Manager
(213) 629-9565

Addresses may be changed by either party by giving ten (10) days' prior written notice thereof to the other party. The CAO shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor or County.

7.30 Public Records Act

7.30.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subparagraph 7.32, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

7.30.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

7.31 Disclosure of Information

7.31.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

1. The Contractor shall develop all publicity material in a professional manner; and
2. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Manager. The County shall not unreasonably withhold written consent.

7.31.2 The Contractor shall not possess any interest, title, or right to any County case data or records. Contractor is prohibited from disclosing any identified or unidentified raw County data to any other party, or from combining any identified or unidentified raw County data with that of any other Contractor client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of the County.

7.32 Record Retention and Inspection/Audit Settlement. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to

examine, audit, excerpt, copy, or transcribe such material at such other location.

7.32.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

7.32.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.36 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

7.32.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

7.33 Recycled Bond Paper. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

7.34 Subcontracting

- 7.34.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 7.34.2 Contractor's request to County for approval to enter into a subcontract shall include:
1. A description of the services to be provided by a proposed subcontractor.
 2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.
 3. The proposed subcontract amount, together with Contractor's cost or price analysis thereof.
 4. A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by County before such modification or amendment is effective.
- 7.34.3 Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by County shall not be construed to constitute a determination of the allowableness of any cost under this Agreement. In no event shall approval of any subcontract by County be construed as effecting any increase in the amount contained in the maximum obligation of County.

7.35 Termination for Breach of Warranty to Maintain Child Support Compliance. Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.42, Termination for Default.

7.36 Termination for Convenience

7.36.1 Performance of services under this Contract may be terminated by County in whole or in part when such action is deemed by County to be in its best interest. Termination of work shall be effected by delivery to Contractor of a thirty (30) calendar day prior written Notice of Termination specifying the extent to which the performance work is terminated and the date upon which such termination becomes effective.

7.36.2 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall:

1. Stop work under this Contract on the date and to the extent specified in such notice, and
2. Complete performance of such part of the work as shall not have been terminated by such notice.

7.36.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.36, Record Retention & Inspection/Audit Settlement.

7.37 Termination for Default

7.37.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Manager:

1. Contractor has materially breached this Contract;
2. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
3. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

7.38 Termination for Improper Consideration

- 7.38.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 7.38.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 7.38.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

7.39 Termination for Insolvency

- 7.39.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

1. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
2. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
3. The appointment of a Receiver or Trustee for the Contractor; or
4. The execution by the Contractor of a general assignment for the benefit of creditors.

7.39.2 The rights and remedies of the County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.40 Termination for Non-Adherence of County Lobbyist Ordinance. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

7.41 Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

7.42 Validity. If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

7.43 Waiver. No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.44 Warranty Against Contingent Fees

7.44.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

7.44.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the County has caused this Contract to be executed by its Chief Administrative Officer. Contractor has caused this Contract to be executed by its duly authorized representative.

CONTRACTOR

HARRIS AND ASSOCIATES

By _____
Edgar E. Edwards, Vice President

COUNTY

COUNTY OF LOS ANGELES

By _____
David E. Janssen
Chief Administrative Officer

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By _____
Francis E. Scott
Principal Deputy County Counsel

SCOPE OF SERVICES**AS-NEEDED PROJECT MANAGEMENT SERVICES****1.0 SCOPE OF WORK**

Harris and Associates (Contractor) shall provide project management services to the Chief Administrative Office, Real Estate Division (CAO-RED) in support of the build-out of tenant improvements for the County in design/build and leased facilities. Contractor is expected to monitor all key project activities undertaken by owners/developers on behalf of the County to ensure optimum scope/configuration control; cost/schedule compliance and quality assurance of project design, specifications and contracting strategies and owner/contractor performance. Services shall include, but not be limited to, estimating and scheduling support, cost control, and management of information to ensure timely and cost-effective projects. Contractor shall augment CAO-RED staff and provide services on a temporary and "as-needed" basis.

2.0 SPECIFIC SERVICES

Contractor shall provide as-needed project management and support services in support of CAO-RED, including but not limited to, the following:

- serve as "owner's representative" on behalf of CAO-RED to represent the County's interests on projects implemented by the Lessor/Developer;
- understand, interpret and enforce compliance with the lease agreement, Work Letter, plans, specifications, schedules and contract provisions between the County and the Lessor/Developer;
- meet with clients, as well as architect/engineer as necessary to identify and develop project scope of work;
- provide design reviews and value engineering of work performed by others;
- recognize problems of job scope change, plans and specifications and determine/recommend necessary changes;
- monitor construction progress and costs against the established project budget and schedule and make recommendations for courses of action to maintain those benchmarks;

- attend weekly job contractor meetings and facilitate resolution of conflicts and expedite decisions on behalf of the County;
- review monthly contractor schedule updates and monthly contractor applications for payment, verifying that amounts requested are commensurate with the work completed and make recommendation for payment;
- conduct analyses and prepare reports concerning schedules submitted by consultants and contractors. Analyses shall include, but not be limited to, validation of activity relationships and duration, resource loading, time and cost impact assessment, impacts on related activities/resources, requirements of outside agencies/entities in support of activities, etc.
- provide estimating services in reviewing and verifying estimates submitted by contractors and other consultants;
- review project bidding process undertaken by project owner(s);
- review and make recommendations on contractor submittals;
- evaluate and make recommendations on changes in scope of work;
- review requests for change orders and make recommendations;
- assist County in reviewing the completed improvements and in preparation of a comprehensive "punch list"; participate in verification of completion of "punch list";
- lead special engineering studies if requested;
- provide claims analysis and consulting if requested;
- prepare monthly Project Summary Report to County;
- other project management functions as necessary.

Services shall be made available on a project or as-needed basis.

CONTRACTOR'S HOURLY RATES

Principal Project Manager	\$145.00
Senior Project Manager	\$137.00
Senior Financial Analyst	\$122.00
Scheduler	\$115.00
Estimator	\$105.00
Construction Management Administrator	\$ 85.00
Document Control	\$ 60.00
Student Intern	\$ 40.00

Reimbursable Expenses

In addition to the hourly labor billing rates, any equipment, supplies, materials, services, or other expenditures required to support the services performed under this Contract and furnished by Consultant will be reimbursed to Consultant by the County at Consultant's actual cost or standard billing rates, as applicable. There will be no mark-ups on reimbursables. All items of \$100 or more are subject to prior written approval by the County.

**CONSULTANT EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

General Information

Your employer, Harris and Associates, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this consultant employee acknowledgment and confidentiality agreement.

Employer Acknowledgment

I understand that Harris and Associates is my sole employer for purposes of this Agreement.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, Harris and Associates, and the County of Los Angeles.

_____ *(Initial and date)*

Confidentiality Agreement

As an employee of Harris and Associates, you may be involved with work pertaining to County services, and, if so, you may have access to confidential data pertaining to persons and/or entities represented by the County of Los Angeles. The County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

Please read the attached Agreement and take due time to consider it prior to signing.

**CONSULTANT EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between Harris and Associates and the County of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I have been informed by my employer of Article 9 of Chapter 4 of Division 3 (Commencing with 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which states:

“ . . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . . ”

I have also been informed by my employer of Labor Code Section 3219 (i.e., provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which states:

“ . . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . . ”

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the County of Los Angeles, Department of Human Resources. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with Harris and Associates or upon completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this Agreement & Acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Signature _____ Dated _____

Printed Name _____

Position/Title _____

**INVITATION FOR BID/REQUEST FOR PROPOSAL
GROUNDS FOR REJECTION**

Los Angeles County Code Chapter 2.180.010, *Certain Contracts Prohibited*, sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Consultant, or (2) participated in any way in developing the Contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Consultant hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within the scope of *Code Section 2.180.010* as outlined above.

Typed Name and Title of Signer

Signature

Date